

## **DRAFT First Amended and Restated Agreement for Sanitation Master Planning**

This first amended and restated agreement (“First Amended and Restated Agreement” or “Agreement”) is by and between **Sonoma County Water Agency and Russian River County Sanitation District** (collectively referred to as “Sonoma Water”) and **Woodard & Curran, Inc.**, a Maine corporation (“Consultant”). The Effective Date of this Agreement is the date the Agreement is last signed by the parties to the Agreement, unless otherwise specified in Paragraph 5.1.

### **RECITALS**

- A. Consultant certifies that it is a Maine corporation duly authorized to do business in the State of California, registered with the Secretary of State of California, and represents that it is a duly qualified and licensed engineering firm, experienced in sanitation master planning and related services.
- B. Sonoma County Water Agency owns, operates, and manages Geyserville Sanitation Zone (“Geyserville Sanitation Zone” or “Zone”).
- C. Sonoma County Water Agency operates and manages Russian River County Sanitation District (“Russian River County Sanitation District” or “District”) under contract with District. References to District employees are understood to be Sonoma County Water Agency employees acting on behalf of District.
- D. In support of efforts to protect public health and water quality, while also meeting the challenges of serving an increasing population and regulatory requirements with aging facilities, Sonoma Water is working toward creating a master plan for each wastewater facility it manages.
- E. Wastewater system master plans for Geyserville Sanitation Zone and Russian River County Sanitation District treatment plants will provide an overall plan to cost-effectively coordinate and prioritize recommended improvements that consider past studies, completed improvements, and potential future improvements to maintain system reliability, address current and potential regulatory requirements, and enhance treatment plant performance to reduce operational costs and incorporate process enhancements.
- F. Sonoma Water requires the assistance of Consultant to provide master planning services and to execute special studies that aid in the master planning effort for Russian River County Sanitation District and Geyserville Sanitation Zone.
- G. Under this Agreement, Consultant will conduct condition assessments and studies, develop master plans for Geyserville Sanitation Zone and Russian River County Sanitation District treatment plants, collection systems, and reclamation systems.
- H. Sonoma Water and Consultant first entered into this Agreement on December 1, 2023, in the amount of \$485,000 (Original Agreement).

- I. This First Amended and Restated Agreement increases the amount by \$103,000, expands the scope of work to include additional storm-related modeling for future climate resilience, treatment plant process evaluations, and an additional workshop, and extends the Agreement term by one year for a new not-to-exceed Agreement total of \$588,000 and term end date of September 30, 2027.
- J. This First Amended and Restated Agreement supersedes all previous agreements between the parties.

In consideration of the foregoing recitals and the mutual covenants contained herein, the parties hereto agree as follows:

## **AGREEMENT**

### **1. RECITALS**

- 1.1. The above recitals are true and correct and are incorporated herein.

### **2. LIST OF EXHIBITS**

- 2.1. The following exhibits are attached hereto and incorporated herein:
  - a. Exhibit A: Scope of Work.
  - b. Exhibit B: Schedule of Costs.
  - c. Exhibit C: Estimated Budget for Scope of Work.
  - d. Exhibit D: Insurance Requirements.

### **3. SCOPE OF SERVICES**

- 3.1. *Consultant's Specified Services:* Consultant shall perform the services described in Exhibit A (Scope of Work), within the times or by the dates provided for in Exhibit A and pursuant to Article 9 (Prosecution of Work). In the event of a conflict between the body of this Agreement and Exhibit A, the provisions in the body of this Agreement shall control.
- 3.2. *Cooperation with Sonoma Water:* Consultant shall cooperate with Sonoma Water in the performance of all work hereunder. Consultant shall coordinate the work with Sonoma Water's Project Manager. Contact information and mailing addresses:

<b>Sonoma Water</b>	<b>Consultant</b>
Project Manager: Nazareth Tesfai 404 Aviation Boulevard  Santa Rosa, California 95403-9019 Phone: 707-521-1835  Email: nazareth.tesfai@scwa.ca.gov	Contact: David L. Richardson 2175 North California Boulevard, Suite 810 Walnut Creek, CA 94596 Phone: 925-451-2257 925-627-4138 Email: drichardson@woodardcurran.com

<b>Sonoma Water</b>	<b>Consultant</b>
<b>Remit invoices to:</b>	<b>Remit payments to:</b>
Accounts Payable Same address as above or Email: ap.agreements@scwa.ca.gov	Same address as above

- 3.3. *Performance Standard and Standard of Care:* Consultant hereby agrees that all its work will be performed and that its operations shall be conducted in accordance with the standards of a reasonable professional having specialized knowledge and expertise in the services provided under this Agreement and in accordance with all applicable federal, state and local laws, it being understood that acceptance of Consultant's work by Sonoma Water shall not operate as a waiver or release. Sonoma Water has relied upon the professional ability and training of Consultant as a material inducement to enter into this Agreement. If any of Consultant's work is not in accordance with such level of competency and standard of care, Sonoma Water, in its sole discretion, shall have the right to do any or all of the following: (a) require Consultant to meet with Sonoma Water to review the quality of the work and resolve matters of concern; (b) require Consultant to repeat the work at no additional charge until it satisfies such level of competency and standard of care ; (c) terminate this Agreement pursuant to the provisions of Article 6 (Termination); or (d) pursue any and all other remedies at law or in equity.
- 3.4. *Assigned Personnel:*
- a. Consultant shall assign only competent personnel to perform work hereunder. In the event that at any time Sonoma Water, in its sole discretion, desires the removal of any person or persons assigned by Consultant to perform work hereunder, Consultant shall remove such person or persons immediately upon receiving written notice from Sonoma Water.
  - b. Any and all persons identified in this Agreement or any exhibit hereto as the project manager, project team, or other professional performing work hereunder are deemed by Sonoma Water to be key personnel whose services were a material inducement to Sonoma Water to enter into this Agreement, and without whose services Sonoma Water would not have entered into this Agreement. Consultant shall not remove, replace, substitute, or otherwise change any key personnel without the prior written consent of Sonoma Water.
  - c. In the event that any of Consultant's personnel assigned to perform services under this Agreement become unavailable due to resignation, sickness, or other factors outside of Consultant's control, Consultant shall be responsible for timely provision of adequately qualified replacements.

#### 4. **PAYMENT**

- 4.1. *Total Costs:*
- a. Total costs under this Agreement shall not exceed \$588,000.
  - b. No more than \$550,000 will be paid until the draft District Master Plan Report and Zone Master Plan Report are submitted.
- 4.2. *Method of Payment:* Consultant shall be paid in accordance with Exhibit B (Schedule of Costs). Billed hourly rates shall include all costs for overhead and any other charges, other than expenses specifically identified in Exhibit B. Expenses not expressly authorized by the Agreement shall not be reimbursed.
- 4.3. *Invoices:* Consultant shall submit its bills in arrears on a monthly basis, based on work completed for the period, in a form approved by Sonoma Water. The bills shall show or include:
- a. Consultant name.
  - b. Agreement title and TW 22/23-112A.
  - c. Sonoma Water's Project-Activity Codes:
    - i. Russian River County Sanitation District: R0023D021.
    - ii. Geyserville Sanitation Zone: G0023D021.
  - d. Task performed with an itemized description of services rendered by date.
  - e. Summary of work performed by subconsultants, as described in Paragraph 14.4.
  - f. Time in quarter hours devoted to the task.
  - g. Hourly rate or rates of the persons performing the task.
  - h. List of reimbursable materials and expenses.
  - i. Copies of receipts for reimbursable materials and expenses.
- 4.4. *Cost Tracking:* Consultant has provided an estimated breakdown of costs, included in Exhibit C (Estimated Budget for Scope of Work). Exhibit C will only be used as a tool to monitor progress of work and budget. Actual payment will be made as specified in Paragraph 4.2 (Method of Payment) above.
- 4.5. *Rate Changes:* Upon at least 30 days written notice, Consultant may change the hourly rates up to 5 percent per year, commencing one year from the Effective Date of this Agreement and no more than once every 12 months thereafter.
- 4.6. *Timing of Payments:* Unless otherwise noted in this Agreement, payments shall be made within the normal course of Sonoma Water business after presentation of an invoice in a form approved by Sonoma Water for services performed. Payments shall be made only upon the satisfactory completion of the services as determined by Sonoma Water.
- 4.7. *Taxes Withheld by Sonoma Water:*

- a. Pursuant to California Revenue and Taxation Code (R&TC) section 18662, Sonoma Water shall withhold seven percent of the income paid to Consultant for services performed within the State of California under this Agreement, for payment and reporting to the California Franchise Tax Board, if Consultant does not qualify as: (1) a corporation with its principal place of business in California, (2) an LLC or Partnership with a permanent place of business in California, (3) a corporation/LLC or Partnership qualified to do business in California by the Secretary of State, or (4) an individual with a permanent residence in the State of California.
- b. If Consultant does not qualify, as described in Paragraph 4.7.a, Sonoma Water requires that a completed and signed Form 587 be provided by Consultant in order for payments to be made. If Consultant is qualified, as described in Paragraph 4.7.a, then Sonoma Water requires a completed Form 590. Forms 587 and 590 remain valid for the duration of the Agreement provided there is no material change in facts. By signing either form, Consultant agrees to promptly notify Sonoma Water of any changes in the facts. Forms should be sent to Sonoma Water pursuant to Article 15 (Method and Place of Giving Notice, Submitting Bills, and Making Payments) of this Agreement. To reduce the amount withheld, Consultant has the option to provide Sonoma Water with either a full or partial waiver from the State of California.

4.8. *Funding:*

- a. Funding for this Agreement is as follows:

<i>Fiscal Years</i>	<i>Appropriation</i>
2023/2024	\$485,000
2024/2025	\$103,000

- b. Availability of Funding:
  - i. Funding is available for the current fiscal year under this First Amended and Restated Agreement.
  - ii. Sonoma Water's performance under this Agreement in subsequent years is contingent upon appropriation of funds by Sonoma Water's Board of Directors. Sonoma Water shall have no liability under this Agreement if sufficient funds are not appropriated in subsequent fiscal years by Sonoma Water's Board of Directors for the purpose of this Agreement.
  - iii. If funding for this Agreement for any fiscal year is reduced or eliminated by Sonoma Water's Board of Directors, Sonoma Water shall have the option to either terminate this Agreement in accordance with Article 6 (Termination) or offer an amendment to Consultant to reflect the reduced amount.

## **5. TERM OF AGREEMENT AND COMMENCEMENT OF WORK**

- 5.1. **Term of Agreement:**
- a. The term of this Agreement shall be from December 1, 2023 (“Effective Date”) to September 30, 2027, unless terminated earlier in accordance with the provisions of Article 6 (Termination).
  - b. Sonoma Water shall have two options to extend this Agreement for a period of one year each by providing written notice to Consultant thirty days in advance of the expiration date noted in this Article and of the first extension option. The extension shall be formalized in an amended agreement or amendment signed by Sonoma Water and Consultant.
- 5.2. *Commencement of Work:* Consultant is authorized to proceed immediately with the performance of this Agreement upon the Effective Date of this Agreement.

## **6. TERMINATION**

- 6.1. *Authority to Terminate:* Sonoma Water’s right to terminate may be exercised by Sonoma County Water Agency’s General Manager.
- 6.2. *Termination Without Cause:* Notwithstanding any other provision of this Agreement, at any time and without cause, Sonoma Water shall have the right, in its sole discretion, to terminate this Agreement by giving 5 days written notice to Consultant.
- 6.3. *Termination for Cause:* Notwithstanding any other provision of this Agreement, should Consultant fail to perform any of its obligations hereunder, within the time and in the manner herein provided, or otherwise violate any of the terms of this Agreement, and if Consultant fails to cure such failure or violation within a reasonable period of time following written notice thereof, Sonoma Water may immediately terminate this Agreement by giving Consultant written notice of such termination, stating the reason for termination.
- 6.4. *Delivery of Work Product and Final Payment Upon Termination:* In the event of termination, Consultant, within 14 days following the date of termination, shall deliver to Sonoma Water all reports, original drawings, graphics, plans, studies, and other data or documents, in whatever form or format, assembled or prepared by Consultant or Consultant’s subcontractors, consultants, and other agents in connection with this Agreement subject to Paragraph 12.10 and shall submit to Sonoma Water an invoice showing the services performed, hours worked, and copies of receipts for reimbursable expenses up to the date of termination.
- 6.5. *Payment Upon Termination:* Upon termination of this Agreement by Sonoma Water, Consultant shall be entitled to receive as full payment for all services satisfactorily rendered and reimbursable expenses properly incurred hereunder, an amount which bears the same ratio to the total payment specified in the

Agreement as the services satisfactorily rendered hereunder by Consultant bear to the total services otherwise required to be performed for such total payment; provided, however, that if services are to be paid on a per-hour or per-day basis, then Consultant shall be entitled to receive as full payment an amount equal to the number of hours or days actually worked prior to termination multiplied by the applicable hourly or daily rate; and further provided, however, that if Sonoma Water terminates the Agreement for cause pursuant to Paragraph 6.3, Sonoma Water shall deduct from such amounts the amount of damage, if any, sustained by Sonoma Water by virtue of the breach of the Agreement by Consultant.

## **7. INDEMNIFICATION**

- 7.1. Consultant agrees to accept responsibility for loss or damage to any person or entity, including Sonoma County Water Agency and Russian River County Sanitation District, and to defend, indemnify, hold harmless, and release Sonoma County Water Agency and Russian River County Sanitation District, their officers, agents, and employees, from and against any actions, claims, damages, liabilities, disabilities, or expenses, that may be asserted by any person or entity, including Consultant, that arise out of, pertain to, or relate to the negligence, recklessness, or willful misconduct of Consultant or its agents, employees, contractors, subcontractors, or invitees hereunder, whether or not there is concurrent or contributory negligence on Sonoma County Water Agency or Russian River County Sanitation District's part, but excluding liability due to Sonoma County Water Agency or Russian River County Sanitation District's conduct. This indemnification obligation is not limited in any way by any limitation on the amount or type of damages or compensation payable to or for Consultant or its agents, employees, contractors, subcontractors, or invitees under workers' compensation acts, disability benefits acts, or other employee benefit acts.

## **8. INSURANCE**

- 8.1. With respect to performance of work under this Agreement, Consultant shall maintain and shall require all of its subcontractors, consultants, and other agents to maintain, insurance as described in Exhibit D (Insurance Requirements).

## **9. PROSECUTION OF WORK**

- 9.1. Performance of the services hereunder shall be completed within the time required herein, provided, however, that if the performance is delayed by earthquake, flood, high water, or other Act of God or by strike, lockout, or similar labor disturbances, the time for Consultant's performance of this Agreement shall be extended by a number of days equal to the number of days Consultant has been delayed.

## **10. EXTRA OR CHANGED WORK**

- 10.1. Extra or changed work or other changes to the Agreement may be authorized only by written amendment to this Agreement, signed by both parties. Changes to lengthen time schedules or make minor modifications to the scope of work, which do not increase the amount paid under the Agreement, may be executed by Sonoma County Water Agency's General Manager in a form approved by County Counsel. The parties expressly recognize that Sonoma Water personnel are without authorization to order all other extra or changed work or waive Agreement requirements. Failure of Consultant to secure such written authorization for extra or changed work shall constitute a waiver of any and all right to adjustment in the Agreement price or Agreement time due to such unauthorized work and thereafter Consultant shall be entitled to no compensation whatsoever for the performance of such work. Consultant further expressly waives any and all right or remedy by way of restitution and quantum meruit for any and all extra work performed without such express and prior written authorization of Sonoma Water.

## **11. CONTENT ONLINE ACCESSIBILITY**

- 11.1. *Accessibility:* Sonoma Water policy requires that all documents that may be published to the Web meet accessibility standards to the greatest extent possible and utilizing available existing technologies.
- 11.2. *Standards:* All consultants responsible for preparing content intended for use or publication on a Sonoma Water managed or Sonoma Water funded web site must comply with applicable federal accessibility standards established by 36 C.F.R. section 1194, pursuant to section 508 of the Rehabilitation Act of 1973, as amended (29 U.S.C. § 794(d)), Sonoma Water's Web Standards & Guidelines located at <https://sonomacounty.ca.gov/Services/Web-Standards-and-Guidelines/> and Sonoma Water's Web Site Accessibility Policy located at <https://sonomacounty.ca.gov/CAO/Administrative-Policies/9-3-Website-Accessibility-Policy/>.
- 11.3. *Alternate Format:* When it is strictly impossible due to the unavailability of technologies required to produce an accessible document, Consultant shall identify the anticipated accessibility deficiency prior to commencement of any work to produce such deliverables. Consultant agrees to cooperate with Sonoma Water in the development of alternate document formats to maximize the facilitative features of the impacted document(s); e.g., embedding the document with alt-tags that describe complex data/tables.
- 11.4. *Noncompliant Materials; Obligation to Cure:* Remediation of any materials that do not comply with Sonoma Water's Web Site Accessibility Policy shall be the responsibility of Consultant. If Sonoma Water, in its sole and absolute discretion, determines that any deliverable intended for use or publication on any Sonoma Water managed or Sonoma Water funded Web site does not comply with



Sonoma Water Accessibility Standards, Sonoma Water will promptly inform Consultant in writing. Upon such notice, Consultant shall, without charge to Sonoma Water, repair or replace the non-compliant materials within such period of time as specified by Sonoma Water in writing. If the required repair or replacement is not completed within the time specified, Sonoma Water shall have the right to do any or all of the following, without prejudice to Sonoma Water's right to pursue any and all other remedies at law or in equity:

- a. Cancel any delivery or task order
- b. Terminate this Agreement pursuant to the provisions of Article 6 (Termination); and/or
- c. In the case of custom Electronic and Information Technology (EIT) developed by Consultant for Sonoma Water, Sonoma Water may have any necessary changes or repairs performed by itself or by another contractor. In such event, Consultant shall be liable for all expenses incurred by Sonoma Water in connection with such changes or repairs.

- 11.5. *Sonoma Water's Rights Reserved:* Notwithstanding the foregoing, Sonoma Water may accept deliverables that are not strictly compliant with Sonoma Water Accessibility Standards if Sonoma Water, in its sole and absolute discretion, determines that acceptance of such products or services is in Sonoma Water's best interest.

## **12. REPRESENTATIONS OF CONSULTANT**

- 12.1. *Status of Consultant:* The parties intend that Consultant, in performing the services specified herein, shall act as an independent contractor and shall control the work and the manner in which it is performed. Consultant is not to be considered an agent or employee of Sonoma Water and is not entitled to participate in any pension plan, worker's compensation plan, insurance, bonus, or similar benefits Sonoma Water provides its employees. In the event Sonoma Water exercises its right to terminate this Agreement pursuant to Article 6 (Termination), Consultant expressly agrees that it shall have no recourse or right of appeal under rules, regulations, ordinances, or laws applicable to employees.
- 12.2. *No Suspension or Debarment:* Consultant warrants that it is not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in covered transactions by any federal department or agency. Consultant also warrants that it is not suspended or debarred from receiving federal funds as listed in the List of Parties Excluded from Federal Procurement or Non-procurement Programs issued by the General Services Administration. If Consultant becomes debarred, Consultant has the obligation to inform Sonoma Water.
- 12.3. *Taxes:* Consultant agrees to file federal and state tax returns and pay all applicable taxes on amounts paid pursuant to this Agreement and shall be solely liable and responsible to pay such taxes and other obligations, including, but not

limited to, state and federal income and FICA taxes. Consultant agrees to indemnify and hold Sonoma Water harmless from any liability which it may incur to the United States or to the State of California or to any other public entity as a consequence of Consultant's failure to pay, when due, all such taxes and obligations. In case Sonoma Water is audited for compliance regarding any withholding or other applicable taxes, Consultant agrees to furnish Sonoma Water with proof of payment of taxes on these earnings.

- 12.4. *Records Maintenance:* Consultant shall keep and maintain full and complete documentation and accounting records concerning all services performed that are compensable under this Agreement and shall make such documents and records available to Sonoma Water for inspection at any reasonable time. Consultant shall maintain such records for a period of four (4) years following completion of work hereunder.
- 12.5. *Conflict of Interest:* Consultant covenants that it presently has no interest and that it will not acquire any interest, direct or indirect, that represents a financial conflict of interest under state law or that would otherwise conflict in any manner or degree with the performance of its services hereunder. Consultant further covenants that in the performance of this Agreement no person having any such interests shall be employed. In addition, if required by law or requested to do so by Sonoma Water, Consultant shall submit a completed Fair Political Practices Commission Statement of Economic Interests (Form 700) with Sonoma Water within 30 calendar days after the Effective Date of this Agreement and each year thereafter during the term of this Agreement, or as required by state law.
- 12.6. *Statutory Compliance/Living Wage Ordinance:* Consultant agrees to comply, and to ensure compliance by its subconsultants or subcontractors, with all applicable federal, state and local laws, regulations, statutes and policies, including but not limited to the County of Sonoma Living Wage Ordinance, applicable to the services provided under this Agreement as they exist now and as they are changed, amended or modified during the term of this Agreement. Without limiting the generality of the foregoing, Consultant expressly acknowledges and agrees that this Agreement is subject to the provisions of Article XXVI of Chapter 2 of the Sonoma County Code, requiring payment of a living wage to covered employees. Noncompliance during the term of the Agreement will be considered a material breach and may result in termination of the Agreement or pursuit of other legal or administrative remedies.
- 12.7. *Nondiscrimination:* Consultant shall comply with all applicable federal, state, and local laws, rules, and regulations in regard to nondiscrimination in employment because of race, color, ancestry, national origin, religion, sex, marital status, age, medical condition, pregnancy, disability, sexual orientation or other prohibited basis. All nondiscrimination rules or regulations required by law to be included in this Agreement are incorporated herein by this reference.

- 12.8. *AIDS Discrimination:* Consultant agrees to comply with the provisions of Chapter 19, Article II, of the Sonoma County Code prohibiting discrimination in housing, employment, and services because of AIDS or HIV infection during the term of this Agreement and any extensions of the term.
- 12.9. *Assignment of Rights:* Consultant assigns to Sonoma Water all rights throughout the world in perpetuity in the nature of copyright, trademark, patent, right to ideas, in and to all work, if any, now or later prepared by Consultant in connection with this Agreement. Consultant agrees to take such actions as are necessary to protect the rights assigned to Sonoma Water in this Agreement, and to refrain from taking any action which would impair those rights. Consultant's responsibilities under this provision include, but are not limited to, placing proper notice of copyright on all versions of the plans and specifications as Sonoma Water may direct, and refraining from disclosing any versions of the plans and specifications to any third party without first obtaining written permission of Sonoma Water. Consultant shall not use or permit another to use the plans and specifications in connection with this or any other project without first obtaining written permission of Sonoma Water.
- 12.10. *Ownership and Disclosure of Work Product:* All reports, original drawings, graphics, plans, studies, and other data or documents ("documents"), in whatever form or format, assembled or prepared by Consultant or Consultant's subcontractors, consultants, and other agents in connection with this Agreement shall be the property of Sonoma Water. Sonoma Water shall be entitled to immediate possession of such documents upon completion of the work pursuant to this Agreement. Upon expiration or termination of this Agreement, Consultant shall promptly deliver to Sonoma Water all such documents, which have not already been provided to Sonoma Water in such form or format as Sonoma Water deems appropriate. Such documents shall be and will remain the property of Sonoma Water without restriction or limitation. However, any modification or reuse of the documents for purposes other than those intended by this agreement shall be at Sonoma Water's sole risk and without liability to Consultant. Consultant may retain copies of the above-described documents but agrees not to disclose or discuss any information gathered, discovered, or generated in any way through this Agreement without the express written permission of Sonoma Water. *Authority:* The undersigned hereby represents and warrants that the undersigned has authority to execute and deliver this Agreement on behalf of Consultant.
- 12.12. *Nondisclosure of Confidential Information:* While doing the work required by this Agreement, Consultant may have access to technical information and materials pertaining to Sonoma Water's sensitive information or data determined by Sonoma Water to be confidential ("Confidential Information"). The Confidential Information may include confidential or proprietary information or trade secrets exempt from disclosure under provisions of the California Public Records Act. In consideration of disclosure by Sonoma Water of Confidential Information to

Consultant, Consultant and its agents shall hold any material or information designated by Sonoma Water as Confidential in strict confidence and shall not disclose it or otherwise make it available, in any form or matter whatsoever, to any person or entity without the prior written consent of Sonoma Water, except as may be ordered by a court of law. Immediately upon receipt of any request or demand for disclosure of any Confidential Information within the scope of this Agreement, Consultant shall give Sonoma Water written notice and a copy of the request and the time period, if any, within which Consultant is required to respond to the request. Upon termination of this Agreement, Consultant shall return Confidential Information in its possession, including copies, to Sonoma Water. Consultant's obligation to maintain material and information designated as Confidential in strict confidence shall survive completion of work under this Agreement and termination of this Agreement and, as provided for in Paragraph 12.10, Consultant agrees not to disclose or discuss any information gathered, discovered, or generated in any way through this Agreement without the express written permission of Sonoma Water.

- 12.13. *Zone Liability:* The term "Zone" or "Zones" as used in this Paragraph 12.13 shall mean any applicable Sanitation Zone, as described in Recital B of this Agreement. To the extent any work under this Agreement relates to Zone activities, Consultant shall be paid exclusively from Zone funds. Consultant agrees that Consultant shall make no claim for compensation for Consultant's services against other funds available to Sonoma County Water Agency and Consultant expressly waives any right to be compensated from other funds available to Sonoma County Water Agency. In addition, Consultant acknowledges that West's Annotated California Codes Water Code Appendix Chapter 53-8 provides that certain judgments or claims against Sonoma County Water Agency based on causes of action arising from Zone activities may be made only from funds of that Zone.
- 12.14. *District Liability:* District is a separate legal entity from Sonoma County Water Agency, operated under contract by Sonoma County Water Agency. To the extent any work under this Agreement relates to District activities, Consultant shall be paid exclusively from District funds. Consultant agrees that it shall make no claim for compensation for Consultant's services against Sonoma County Water Agency funds and expressly waives any right to be compensated from other funds available to Sonoma County Water Agency.

### **13. DEMAND FOR ASSURANCE**

- 13.1. Each party to this Agreement undertakes the obligation that the other's expectation of receiving due performance will not be impaired. When reasonable grounds for insecurity arise with respect to the performance of either party, the other may in writing demand adequate assurance of due performance and until such assurance is received may, if commercially reasonable, suspend any performance for which the agreed return has not been received.

“Commercially reasonable” includes not only the conduct of a party with respect to performance under this Agreement, but also conduct with respect to other agreements with parties to this Agreement or others. After receipt of a justified demand, failure to provide within a reasonable time, but not exceeding thirty (30) days, such assurance of due performance as is adequate under the circumstances of the particular case is a repudiation of this Agreement. Acceptance of any improper delivery, service, or payment does not prejudice the aggrieved party's right to demand adequate assurance of future performance. Nothing in this Article 13 limits Sonoma Water’s right to terminate this Agreement pursuant to Article 6 (Termination).

#### 14. **ASSIGNMENT AND DELEGATION**

14.1. *Consent:* Neither party hereto shall assign, delegate, sublet, or transfer any interest in or duty under this Agreement without the prior written consent of the other, and no such transfer shall be of any force or effect whatsoever unless and until the other party shall have so consented.

14.2. *Subcontracts:* Notwithstanding the foregoing, Consultant may enter into subcontracts with the subconsultants specifically identified herein. If no subconsultants are listed, then no subconsultants will be utilized in the performance of the work specified in this Agreement. Approved subconsultants are as follows:

<i>Full Legal Name of Subconsultant</i>	<i>Type of Services</i>	<i>Prevailing Wages Apply? Y/N</i>
HDR Engineering	Master Planning engineering services for District	No

14.3. *Change of Subcontractors or Subconsultants:* If, after execution of the Agreement, parties agree that subconsultants not listed in Paragraph 14.2 will be utilized, Consultant may enter into subcontracts with subconsultants to perform other specific duties pursuant to the provisions of this Paragraph 14.3. The following provisions apply to any subcontract entered into by Consultant other than those listed in Paragraph 14.2:

- a. Prior to entering into any contract with subconsultant, Consultant shall obtain Sonoma Water approval of subconsultant.
- b. All agreements with subconsultants shall (a) contain indemnity requirements in favor of Sonoma Water in substantially the same form as that contained in Article 7 (Indemnification), (b) contain language that the subconsultant may be terminated with or without cause upon reasonable written notice, and (c) prohibit the assignment or delegation of work under the agreement to any third party.

14.4. *Summary of Subconsultants’ Work:* Consultant shall provide Sonoma Water with a summary of work performed by subconsultants with each invoice submitted under Paragraph 4.3. Such summary shall identify the individuals performing

work on behalf of subconsultants and the total amount paid to subconsultant, broken down by the tasks listed in the Scope of Work.

**15. METHOD AND PLACE OF GIVING NOTICE, SUBMITTING BILLS, AND MAKING PAYMENTS**

- 15.1. *Method of Delivery:* All notices, bills, and payments shall be made in writing and shall be given by personal delivery, U.S. Mail, courier service, or electronic means. Notices, bills, and payments shall be addressed as specified in Paragraph 3.2.
- 15.2. *Receipt:* When a notice, bill, or payment is given by a generally recognized overnight courier service, the notice, bill, or payment shall be deemed received on the next business day. When a copy of a notice, bill, or payment is sent by electronic means, the notice, bill, or payment shall be deemed received upon transmission as long as (1) the original copy of the notice, bill, or payment is deposited in the U.S. mail and postmarked on the date of the electronic transmission (for a payment, on or before the due date), (2) the sender has a written confirmation of the electronic transmission, and (3) the electronic transmission is transmitted before 5 p.m. (recipient's time). In all other instances, notices, bills, and payments shall be effective upon receipt by the recipient. Changes may be made in the names and addresses of the person to whom notices are to be given by giving notice pursuant to this Article 15.

**16. MISCELLANEOUS PROVISIONS**

- 16.1. *No Bottled Water:* In accordance with Sonoma Water Board of Directors Resolution No. 09-0920, dated September 29, 2009, no Sonoma Water funding shall be used to purchase single-serving, disposable water bottles for use in Sonoma Water facilities or at Sonoma Water-sponsored events. This restriction shall not apply when potable water is not available.
- 16.2. *No Waiver of Breach:* The waiver by Sonoma Water of any breach of any term or promise contained in this Agreement shall not be deemed to be a waiver of such term or promise or any subsequent breach of the same or any other term or promise contained in this Agreement.
- 16.3. *Construction:* To the fullest extent allowed by law, the provisions of this Agreement shall be construed and given effect in a manner that avoids any violation of statute, ordinance, regulation, or law. The parties covenant and agree that in the event that any provision of this Agreement is held by a court of competent jurisdiction to be invalid, void, or unenforceable, the remainder of the provisions hereof shall remain in full force and effect and shall in no way be affected, impaired, or invalidated thereby. Consultant and Sonoma Water acknowledge that they have each contributed to the making of this Agreement and that, in the event of a dispute over the interpretation of this Agreement, the language of the Agreement will not be construed against one party in favor of

the other. Consultant and Sonoma Water acknowledge that they have each had an adequate opportunity to consult with counsel in the negotiation and preparation of this Agreement.

- 16.4. *Consent:* Wherever in this Agreement the consent or approval of one party is required to an act of the other party, such consent or approval shall not be unreasonably withheld or delayed.
- 16.5. *No Third-Party Beneficiaries:* Except as provided in Article 7 (Indemnification), nothing contained in this Agreement shall be construed to create and the parties do not intend to create any rights in third parties.
- 16.6. *Applicable Law and Forum:* This Agreement shall be construed and interpreted according to the substantive law of California, regardless of the law of conflicts to the contrary in any jurisdiction. Any action to enforce the terms of this Agreement or for the breach thereof shall be brought and tried in Santa Rosa or in the forum nearest to the City of Santa Rosa, in the County of Sonoma.
- 16.7. *Captions:* The captions in this Agreement are solely for convenience of reference. They are not a part of this Agreement and shall have no effect on its construction or interpretation.
- 16.8. *Merger:* This writing is intended both as the final expression of the Agreement between the parties hereto with respect to the included terms and as a complete and exclusive statement of the terms of the Agreement, pursuant to Code of Civil Procedure section 1856. Each Party acknowledges that, in entering into this Agreement, it has not relied on any representation or undertaking, whether oral or in writing, other than those which are expressly set forth in this Agreement. No modification of this Agreement shall be effective unless and until such modification is evidenced by a writing signed by both parties.
- 16.9. *Survival of Terms:* All express representations, waivers, indemnifications, and limitations of liability included in this Agreement will survive its completion or termination for any reason.
- 16.10. *Time of Essence:* Time is and shall be of the essence of this Agreement and every provision hereof.
- 16.11. *Counterpart; Electronic Signatures:* The parties agree that this Agreement may be executed in two or more counterparts, each of which shall be deemed an original, and together which when executed by the requisite parties shall be deemed to be a complete original agreement. Counterparts may be delivered via electronic means, or other transmission method, and any counterpart so delivered shall be deemed to have been duly and validly delivered, be valid and effective for all purposes, and shall have the same legal force and effect as an original document. This Agreement, and any counterpart, may be electronically signed by each or any of the parties through the use of any commercially-available digital and/or electronic signature software or other electronic

signature method in compliance with the U.S. federal E-SIGN Act of 2000, California’s Uniform Electronic Transactions Act (Cal. Civil Code § 1633.1 et seq.), or other applicable law. By its use of any electronic signature below, the signing party agrees to have conducted this transaction and to execution of this Agreement by electronic means.

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IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the date last signed by the parties to the Agreement.

Reviewed as to funds:

TW 22/23-112A

By: \_\_\_\_\_  
Sonoma County Water Agency  
Division Manager - Administrative  
Services

Approved as to form:

By: \_\_\_\_\_  
Verne Ball, Deputy County Counsel

Insurance Documentation is on file with  
Sonoma Water

Date/TW Initials: 2/21/2025 RV

**Sonoma County Water Agency and Russian  
River County Sanitation District**

**Woodard & Curran, Inc.,** a Maine  
corporation

By: \_\_\_\_\_  
Grant Davis  
General Manager  
Authorized per Sonoma County Water  
Agency's Board of Directors and Russian  
River County Sanitation District Action on  
May 6, 2025

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_  
Date: \_\_\_\_\_

Date: \_\_\_\_\_

## **Exhibit A**

### **Scope of Work**

#### **1. RUSSIAN RIVER COUNTY SANITATION DISTRICT**

##### **1.1. Task 1: Project Management**

- a. Kick-off Meeting: Conduct an in-person project kick-off meeting to review project scope, schedule, and communication, in addition to identifying District's priorities and areas of concern at the Russian River Treatment Plant (RRTP).
  - i. Coordination: Prepare agendas and coordinate meetings.
  - ii. Communication: Prepare and disseminate meeting minutes to participants and other interested parties.
  - iii. Develop a list of reports, data, and historical information needed for the master plan preparation.
- b. Prepare up to 10 monthly progress reports. Submit to District in accordance with the date listed for this deliverable. Include the following in each report:
  - i. A detailed list of work performed.
  - ii. Dates and subject of meetings and workshops conducted, attendees, and summary of meeting and workshop results.
  - iii. Percent completion for each task
  - iv. Other information as appropriate or as requested by District.
- c. Monthly Meetings: Conduct 30 minute monthly virtual conference calls with District to provide status updates on deliverables, action items and any decisions that are needed.
  - i. Prepare agenda and provide presentation materials to guide the discussion, and provide minutes after meeting is conducted.
- d. Develop a project management plan (PMP) and quality assurance/quality control plan (QA/QC) that includes, but is not limited to, the following items:
  - i. Scope, budget, and schedule.
  - ii. Team structure and organization.
  - iii. Team member contact information.
  - iv. Action items and decision logs.
  - v. Other information as appropriate or as requested by District.
- e. Deliverables: Submit the below deliverables in accordance with Paragraph 3.1 (Review and Acceptance of Deliverables).

<b>Deliverable</b>	<b>Due Date</b>
Draft kick-off meeting agenda	One week prior to kick-off meeting
Final kick-off meeting agenda	At kick-off meeting

<b>Deliverable</b>	<b>Due Date</b>
Kick-off meeting minutes	Within 7 calendar days of kick-off meeting
Monthly Progress Report	Monthly with invoices
Draft monthly meeting agenda	One week prior to monthly meeting
Final monthly meeting agenda	At monthly meeting
Monthly meeting minutes	Within 7 calendar days of monthly meeting
Draft PMP and QA/QC Plan	Within 45 calendar days after kickoff meeting
Final PMP and QA/QC Plan	Within 14 calendar days of District's approval of draft

1.2. Task 2: Establish Goals and Objectives

- a. Review previous reports, data, and documents that are provided in electronic format by District, including, but not limited to, the following items:
  - i. Climate Adaption Plan, dated October 2021.
  - ii. Local Hazards Mitigation Plan.
  - iii. Natural Hazard Reliability Assessment.
  - iv. Risk Assessment Report previously prepared to assess the condition of assets at the RRTP.
  - v. Asset Management and Condition Assessment Report (Carollo, 2022).
  - vi. Ultra-violet Disinfection Study (Trussell Technologies, 2022).
  - vii. Current National Pollutant Discharge Elimination System (NPDES) Permit.
  - viii. Five years of historical plant characterization and operational monitoring data that includes influent flow, effluent discharge flows, and recycle water distribution flows.
- b. Coordinate and conduct up to one Workshop (Workshop 1) in-person, with District to define the planning level horizon and level of service (LOS) goals and objectives for the District Master Plan. Establish screening and evaluation criteria to be used during the District Master Plan.
  - i. Coordination: Prepare agendas and coordinate meetings.
  - ii. Communication: Prepare and disseminate meeting minutes to participants and other interested parties.
- c. Prepare a technical memorandum that includes, but is not limited to, the items below:
  - i. Summary of findings from report, data, and document review.
  - ii. Summary of the goals and objectives of the District Master Plan.

- iii. Summary of screening and evaluation criteria to be used during the development of the District Master Plan.
  - iv. Other information to support the technical memorandum or as requested by District.
  - v. District review period for the draft technical memorandum is 3 weeks. District shall prepare a consolidated list of draft review comments.
- d. Deliverables: Submit the below deliverables in accordance with Paragraph 3.1 (Review and Acceptance of Deliverables).

<b>Deliverable</b>	<b>Due Date</b>
Draft Workshop 1 agenda	One week prior to Workshop
Final Workshop 1 agenda	At Workshop
Workshop 1 minutes	Within 7 calendar days of Workshop
Draft technical memorandum	Within 14 calendar days of Workshop
Final technical memorandum	Within 14 calendar days of District's approval of draft

### 1.3. Task 3: Flow and Load Analysis

- a. Review Historical Data through December 2023:
  - i. Calculate historical flows, loads, and peaking factors using historical data provided under Paragraph 1.2.a.
  - ii. Review historical population in the service area to establish a basis for projection of future flows and loads.
- b. Review the County General Plan to estimate projected growth in the service area. Using available information, develop the following items:
  - i. Population projections and associated flow and loading projections for average dry weather, annual average, maximum month, maximum week, and peak day based on historical peaking factors.
  - ii. Average dry weather flow (ADWF) and peak wet weather flow (PWWF) projections as provided by the collection system modeling and analysis.
  - iii. Influent hydrographs for the design storm under flood and non-flood conditions, assuming the collection system operates under the following scenarios:
    - a) Scenario 1: influent flow to the treatment plant does not exceed 3.5 million gallons per day (mgd).
    - b) Scenario 2: influent peak flow to the plant is 5 mgd.
- c. Prepare a technical memorandum that summarizes the flow and load analysis, and that includes, but is not limited to, the items below:
  - i. Summary of findings from population projections and associated flow and loading projections.

- ii. Summary of ADWF and PWWF projections.
  - iii. Influent hydrographs for the design storm under flood and non-flood conditions.
  - iv. Other information to support the technical memorandum or as requested by District.
  - v. District review period for the technical memorandum section is 3 weeks. District shall prepare a consolidated list of draft review comments.
- d. Deliverables: Submit the below deliverables in accordance with Paragraph 3.1 (Review and Acceptance of Deliverables).

<b>Deliverable</b>	<b>Due Date</b>
Draft technical memorandum	Within 90 calendar days of Effective Date
Final technical memorandum	Within 14 calendar days of 's approval of draft

1.4. Task 4: Regulatory Analysis

- a. Review current regulatory requirements for the RRTP focusing on NPDES discharge requirements, biosolids management, and water reuse regulatory requirements.
- b. Evaluate treatment plant performance with current regulations using the last three years of plant performance data.
- c. Consider future regulatory requirements as they relate to NPDES discharge, biosolids management, and water reuse.
- d. Conduct up to one Workshop (Workshop 2) in-person, to review the flows and loads analysis prepared under Paragraph 1.3 and regulatory analysis performed under this Paragraph 1.4.
  - i. Coordination: Prepare agendas and coordinate meetings.
  - ii. Communication: Prepare and disseminate meeting minutes to participants and other interested parties.
- e. Prepare a technical memorandum that summarizes regulatory considerations, and that includes, but is not limited to, the items below:
  - i. Summary of current and future regulatory considerations.
  - ii. Other information to support the technical memorandum or as requested by District.
  - iii. District review period for the draft technical memorandum is 3 weeks. District shall prepare a consolidated list of draft review comments.
- f. Deliverables: Submit the below deliverables in accordance with Paragraph 3.1 (Review and Acceptance of Deliverables).

<b>Deliverable</b>	<b>Due Date</b>
Draft Workshop 2 agenda	One week prior to Workshop
Final Workshop 2 agenda	At Workshop
Workshop 2 minutes	Within 7 calendar days of Workshop
Draft technical memorandum	Within 21 calendar days of Workshop
Final technical memorandum	Within 14 calendar days of District's approval of draft

1.5. Task 5: Climate Resiliency Analysis

- a. Review District's Climate Adaptation Plan (October 2021) and identify potential projects that are needed at RRTP to address climate change.
- b. Summarize existing and potential future climate change considerations, such as greenhouse gas emissions, flooding, and extreme precipitation at RRTP.
- c. Identify projects at RRTP that could be implemented to meet the established District Master Plan goals specific to climate resiliency. Identify up to three projects, focusing on flooding/extreme precipitation events and reduction of greenhouse gas emissions.
  - i. Conduct up to one Workshop (Workshop 3) to review climate change goals and projects identified for the District Master Plan.  
Coordination: Prepare agendas and coordinate meetings.
  - ii. Communication: Prepare and disseminate meeting minutes to participants and other interested parties.
- d. Prepare a technical memorandum that includes, but is not limited to, the items below:
  - i. Summary of climate resiliency analysis.
  - ii. List of identified projects at RRTP.
  - iii. Other information to support the technical memorandum or as requested by District.
  - iv. District review period for the draft technical memorandum is 3 weeks. District shall prepare a consolidated list of draft review comments.
- e. Deliverables: Submit the below deliverables in accordance with Paragraph 3.1 (Review and Acceptance of Deliverables).

<b>Deliverable</b>	<b>Due Date</b>
Draft Workshop 3 agenda	One week prior to Workshop
Final Workshop 3 agenda	At Workshop
Workshop 3 minutes	Within 7 calendar days of Workshop
Draft technical memorandum	Within 21 calendar days of Workshop
Final technical memorandum	Within 14 calendar days of District's approval of draft

1.6. Task 6: Develop Treatment Facility Models

- a. RRTP-wide Process Mass Balance Model:
  - i. Develop a steady-state, RRTP -wide mass balance tool using Biowin®.
  - ii. Calibrate the model using the last three years of existing RRTP data, assuming no new wastewater characterization is needed for model calibration.
  - iii. Using the calibrated mass balance model, analyze RRTP process capacity and potential upgrades that may be needed to treat future flow and loads.
- b. RRTP Hydraulic Model:
  - i. Develop a RRTP hydraulic model using Visual Hydraulics software. This will be developed using as-built information and will be calibrated against existing water surface elevation information.
  - ii. Using the hydraulic model, estimate hydraulic capacity under current and future flows (average and peak hour flows).
- c. RRTP Influent and Effluent Flow Balance:
  - i. Develop an influent flow model to size influent equalization, assuming up to 5 mgd of flow may enter RRTP and up to 3.5 mgd of flow can be treated.
  - ii. Size influent equalization using hydrographs for the design storm under flood and non-flood conditions developed under Paragraph 1.3.b.iii.
  - iii. Develop an effluent flow balance in Microsoft Excel that considers both current and future effluent storage, seasonal discharge, and recycled water demands. Influent hydrographs will be prepared under a separate agreement.
  - iv. Consider effluent management under future flow scenarios to confirm if additional effluent storage is needed to maintain seasonal discharge and existing and future recycled water demands.

1.7. Task 7: Capacity Assessment

- a. Analyze the hydraulic and process capacity constraints for each unit process at RRTP including, but not limited to, the following processes:
  - i. Headworks.
  - ii. Secondary treatment facilities (aeration basins, secondary clarifiers, aeration blowers).
  - iii. Flocculation tank.
  - iv. Tertiary filters.
  - v. Effluent storage.
  - vi. Effluent pump station.
  - vii. Solids dewatering.

- b. Use the models developed under Paragraph 1.6 to assist with the capacity assessment. Evaluate capacity under future flow and load conditions developed under Paragraph 1.3, including the two peak flow scenarios of 3.5 mgd and 5 mgd.
- c. Use findings from the UV Disinfection Study (prepared by Trussel Technologies) which identifies hydraulic bottlenecks and process capacity constraints with the existing disinfection system. These findings will not be validated or confirmed.
- d. Conduct up to one Workshop (Workshop 4) to review hydraulic and process capacity constraints.
  - i. Coordination: Prepare agendas and coordinate meetings.
  - ii. Communication: Prepare and disseminate meeting minutes to participants and other interested parties.
- e. Prepare a technical memorandum that includes, but is not limited to, the items below:
  - i. Summary of hydraulic and process capacity constraints for each unit process at RRTP.
  - ii. Other information to support the technical memorandum or as requested by Sonoma Water.
  - iii. District review period for the technical memorandum section is 3 weeks. District shall prepare a consolidated list of draft review comments.
- f. Deliverables: Submit the below deliverables in accordance with Paragraph 3.1 (Review and Acceptance of Deliverables).

<b>Deliverable</b>	<b>Due Date</b>
Draft Workshop 4 agenda	One week prior to Workshop
Final Workshop 4 agenda	At Workshop
Workshop 4 minutes	Within 7 calendar days of Workshop
Draft technical memorandum	Within 21 calendar days of Workshop
Final technical memorandum	Within 14 calendar days of District's approval of draft

**1.8. Task 8: Condition Assessment**

- a. Review current Asset Management and Condition Assessment Report (prepared by Carollo Engineers, dated 2022). No new condition assessment activities (paper studies, visual inspections and/or field visits) will be performed.
- b. Integrate major findings of the earlier study and review asset rehabilitation and replacement needs and timing that were identified.
  - i. Review any supplemental information provided by District and integrate into the repair and replacement schedule and needs assessment of the District Master Plan.



- c. Integrate the asset management and condition assessment report findings (projects and associated timelines) into the District Master Plan and District Capital Improvement Plan (CIP).
- d. Identify early actions or studies that may be needed based on results from the condition assessment report, and incorporate into final District Master Plan under Paragraph 1.10.

1.9. Task 9: Identify and Prioritize Projects

- a. Analyze system capacity, operation, and technologies to identify improvement requirements to meet existing and future needs, regulations, or to improve system operation.
- b. Based on hydraulic, liquid treatment, and solids handling capacity limitations, identify opportunities for operations and control modifications to existing processes to partially mitigate capacity deficiencies. Identify unit process expansion and modification alternatives to meet treatment requirements through the project horizon.
- c. Develop alternatives for capacity, climate change resiliency, and regulatory-driven projects. Identify up to two alternatives for each type of project and evaluate the alternatives with District against the criteria established under Paragraph 1.2. Present alternatives evaluation to District so a preferred alternative can be selected.
- d. Develop planning-level cost estimates and site layouts for preferred alternatives (capital and operating cost estimates will be selected).
- e. Prepare CIP implementation timeline for the regulatory, capacity, and climate change projects with identification of implementation triggers. The CIP implementation timeline will integrate the regulatory, capacity, and climate change projects with aging infrastructure projects.
- f. Conduct up to one Workshop (Workshop 5) to review the District Master Plan projects and the implementation timeframe.
  - i. Coordination: Prepare agendas and coordinate meetings.
  - ii. Communication: Prepare and disseminate meeting minutes to participants and other interested parties.
- g. Prepare a technical memorandum that includes, but is not limited to, the items below:
  - i. Summary of project alternatives, including cost estimated, that were identified, evaluated, and selected for the District Master Plan.
  - ii. Outline of CIP implementation timeframe.
  - iii. Other information to support the technical memorandum or as requested by District.
  - iv. District review period for the draft technical memorandum is 3 weeks. District shall prepare a consolidated list of draft review comments.

- h. Deliverables: Submit the below deliverables in accordance with Paragraph 3.1 (Review and Acceptance of Deliverables).

<b>Deliverable</b>	<b>Due Date</b>
Draft Workshop 5 agenda	One week prior to Workshop
Final Workshop 5 agenda	At Workshop
Workshop 5 minutes	Within 7 calendar days of Workshop
Draft technical memorandum	Within 21 calendar days of Workshop
Final technical memorandum	Within 14 calendar days of District's approval of draft

1.10. Task 10: District Master Plan Report

- a. Conduct one virtual Workshop (Workshop 6) to develop District CIP:
  - i. Review District treatment plant projects identified in Paragraph 1.9 and collection system projects (as developed by District or consultants under separate agreements) in order to develop a preliminary coordinated 5- and 20-year CIP for District.
  - ii. Facilitate a virtual Workshop 6 (up to 2 hours in duration) with District to review and make refinements to the recommended CIP.
  - iii. Coordination: Prepare agenda and coordinate meeting.
  - iv. Communication: Prepare and disseminate meeting minutes to participants and other interested parties.
- b. Prepare the District Master Plan Report that includes, but is not limited to, the items below:
  - i. Table of Contents.
  - ii. Summary of the findings from the previous District technical memoranda prepared under Tasks 2 through 9, with the technical memoranda attached as appendices.
  - iii. Summary of the District's Collection System Master Plan, prepared under a separate agreement, with detailed supporting documents attached as an appendix.
  - iv. Recommended 5- and 20-year CIP for the District, including treatment plant and collection system projects.
  - v. Other information to support the District Master Plan Report or as requested by District.
- c. Deliverables: Submit the below deliverables in accordance with Paragraph 3.1 (Review and Acceptance of Deliverables).

<b>Deliverable</b>	<b>Due Date</b>
Draft CIP for District	Within 30 calendar days of final Task 9 technical memorandum <del>or equivalent collection system document, whichever is later.</del>
Draft Workshop 6 agenda	One week prior to Workshop
Final Workshop 6 agenda	At Workshop
Workshop 6 minutes	Within 7 calendar days of Workshop
Draft District Master Plan Report	Within 30 calendar days of workshop
Final District Master Plan Report	Within 21 calendar days of District's approval of draft

## 2. **GEYSERVILLE SANITATION ZONE TREATMENT PLANT**

### 2.1. Task 11: Project Management

- a. Kick-off Meeting: Conduct a virtual project kick-off meeting to review project scope, schedule, and communication, in addition to identifying Sonoma Water's goals, objectives and areas of concern at Zone Treatment Plant.
  - i. Develop a list of reports, data, and historical information needed for the Zone Master Plan preparation.
  - ii. Coordination: Prepare agendas and coordinate meetings.
  - iii. Communication: Prepare and disseminate meeting minutes to participants and other interested parties.
- b. Prepare monthly progress reports. Submit to Sonoma Water in accordance with the date listed for this deliverable. Include the following in each report:
  - i. A detailed list of work performed.
  - ii. Dates and subject of meetings and workshops conducted, attendees, and summary of meeting and workshop results.
  - iii. Other information as appropriate or as requested by Sonoma Water.
- c. Monthly Meetings: Conduct monthly virtual check-in meetings with Sonoma Water to provide status updates on deliverables, action items and any decisions that are needed.
  - i. Coordination: Prepare agendas and coordinate meetings.
  - ii. Communication: Prepare and disseminate meeting minutes to participants and other interested parties.
- d. Deliverables: Submit the below deliverables in accordance with Paragraph 3.1 (Review and Acceptance of Deliverables).

<b>Deliverable</b>	<b>Due Date</b>
Draft kick-off meeting agenda	One week prior to kick-off meeting
Final kick-off meeting agenda	At kick-off meeting

<b>Deliverable</b>	<b>Due Date</b>
Kick-off meeting minutes	Within 7 calendar days of kick-off meeting
Monthly Progress Report	Monthly with invoices
Draft monthly meeting agenda	One week prior to monthly meeting
Final monthly meeting agenda	At monthly meeting
Monthly meeting minutes	Within 7 calendar days of monthly meeting

## 2.2. Task 12: Establish Goals and Objectives

- a. Review Historical Data, Reports, and Documents: request, review, and compile data related to recent collection system and treatment plant performance (e.g., for the prior 3-5 years) and condition, including, but not limited to, the following items:
  - i. Treatment plant flow and laboratory data, including influent, effluent, and any intermediate process measurements.
  - ii. Treatment plant drawings.
  - iii. Utility data, including consumption of electrical power, potable water, and natural gas.
  - iv. Prior condition assessment reports.
  - v. Collection system pipe reports from closed-circuit television observations (CCTV).
- b. After data compilation and review, tour the treatment plant to observe operating conditions and interview operations staff. District[?] will arrange for the tour.
- c. After the tour, conduct up to one Data Reconciliation Workshop with Sonoma Water staff to confirm and reconcile the available data, discuss initial observations, and determine the need for additional data. ~~This workshop may be combined with the Goals and Objectives Workshop under Paragraph 2.2.e.~~
  - i. Coordination: Prepare agendas and coordinate meetings.
  - ii. Communication: Prepare and disseminate meeting minutes to participants and other interested parties.
- d. Develop Zone Master Plan Goals and Objectives: review and summarize the following items that will guide development of the Zone Master Plan:
  - i. Population and Land Use: confirm land uses and population estimates for the current service area using the County General Plan. Confirm planning horizon, land use categories, and individual service areas for this Zone Master Plan.

- ii. Regulatory Requirements: summarize existing and potential future regulatory requirements for the treatment plant including solids, liquids, air, and recycled water.
- iii. Climate Change: summarize existing and potential future climate change considerations such as sea level rise and greenhouse gas emissions for the Geyserville Sanitation Zone. Incorporate the 2021 Climate Adaptation Plan findings for use in future capacity projections.
- iv. Natural Hazard Reliability Assessment: summarize information from the Natural Hazard Reliability Assessment, if available, as it relates to the Geyserville Sanitation Zone and incorporate recommendations into this Zone Master Plan.
- v. Local Hazards Mitigation Plan: summarize information from the Local Hazards Mitigation Plan, if available, as it relates to the Geyserville Sanitation Zone and incorporate recommendations into this Zone Master Plan.
- e. Conduct up to one virtual Zone Master Plan Goals and Objectives Workshop (Objectives Workshop) with Sonoma Water staff to define LOS goals, develop screening criteria, and establish the cost basis for project estimates.
  - i. Coordination: Prepare agendas and coordinate meetings.
  - ii. Communication: Prepare and disseminate meeting minutes to participants and other interested parties.
- f. Prepare a technical memorandum that includes, but is not limited to, the items below:
  - i. Summary of reviews completed under Paragraph 2.2.d.
  - ii. Summary of key design criteria of previous plans and studies, to be used as guidelines for the Zone Master Plan and future projects.
  - iii. Other information to support the technical memorandum or as requested by Sonoma Water.
- g. Deliverables: Submit the below deliverables in accordance with Paragraph 3.1 (Review and Acceptance of Deliverables).

<b>Deliverable</b>	<b>Due Date</b>
Notes from plant tour observations	Within 7 calendar days of plant tour
Draft Data Reconciliation Workshop agenda	One week prior to Workshop
Final data reconciliation workshop agenda	At Workshop
Data reconciliation workshop minutes	Within 7 calendar days of Workshop
Draft Objectives workshop agenda	One week prior to Workshop

<b>Deliverable</b>	<b>Due Date</b>
Final Objectives workshop agenda	At Workshop
Objectives workshop minutes	Within 7 calendar days of Workshop
Draft technical memorandum	Within 21 calendar days of Workshop
Final technical memorandum	Within 14 calendar days of Sonoma Water's approval of draft

### 2.3. Task 13: Collection System Evaluation

#### a. Capacity Evaluation:

- i. Develop a hydraulic model to identify capacity deficiencies in the collection system and identify needed upgrades.
- ii. Use flow and data provided by Sonoma Water to develop ADWF and PWWF for the model under existing and projected population and land uses. Provide data in Microsoft Excel format.
- iii. Conduct a hydraulic evaluation using geographic information system (GIS) data of the collection system and a combination of textbook and design values, engineer's spreadsheets for hydraulic capacity, and considerations for current physical and operational conditions. Hydraulic calculations will be conducted using InfoWorks ICM software.
- iv. Conduct evaluation on gravity sewer pipes 8 inches in diameter and greater, and model a 6-inch force main using expected flows and existing pump capacity to determine if the existing force main and pump system is suitable for conveying expected flows. Base this evaluation on the 10-year, 24-hour design storm used for previous evaluations of Sonoma Water wastewater systems.
- v. Conduct model runs for up to three (3) additional design storms representing future climate change scenarios as defined by Sonoma Water and determine impact (in terms of additional capacity deficiencies and required improvements) over results from Paragraph 2.3.a.iv.
- vi. Based on the results of the capacity evaluations, identify and prioritize collection system capacity upgrades to meet LOS goals under existing and future conditions based on the design storm specified by Sonoma Water.
- vii. Prepare a capacity evaluation technical memorandum that includes, but is not limited to, the items below:
  - a) Table of Contents.
  - b) Summary of capacity evaluation results.
  - c) A detailed description of the work performed, including methodology.

- d) Other information to support the study or as requested by Sonoma Water.
- b. Deliverables: Submit the below deliverables in accordance with Paragraph 3.1 (Review and Acceptance of Deliverables).

Deliverable	Due Date
Draft capacity evaluation technical memorandum	Within 120 calendar days of signing date of First Amended and Restated Agreement
Final capacity evaluation technical memorandum	Within 21 calendar days of Sonoma Water's approval of draft

- 2.4. Task 14: Treatment, Effluent Disposal, and Recycling Evaluation [Gisa: I broke these tasks into smaller pieces, and Nazareth thought it was okay.]
- a. Review process drawings, basis of design, and other relevant reports and develop requests for information and sampling plans for data gaps. Based on this information, develop a process spreadsheet to review plant historic data and mass balance flow of contaminants.
  - b. Develop a desktop model of the plant and BioWin wastewater modeling software simulation to assess current operation against design guidelines and best practices.
  - c. Assess residual capacity of individual unit processes and overall plant, and present operation and capacity analysis to Sonoma Water at a virtual meeting.
  - d. Identify up to three alternative upgrade solutions including operation optimization, retrofits, and expansion to address near-term and long-term capacity needs.
  - e. Develop evaluation criteria for assessment of alternatives, and present short-listed options and evaluation criteria to Sonoma Water for feedback.
  - f. Develop capital and life-cycle cost estimates of alternatives, prioritized based on return on investment and near-term and long-term capacity needs for an upgrade roadmap.
  - g. Review monitoring well data provided by Sonoma Water to establish seasonal groundwater levels in the vicinity of the percolation and evaporation pond.
  - h. Develop a water balance of the percolation and evaporation pond based on available percolation data from Sonoma Water and evaporation rates for the Geyserville area to assess the hydraulic disposal capacity of the pond. Water balance will be developed using a steady-state mass balance model based on monthly data.
  - i. Use data and results from previous studies to evaluate nitrate loading impacts on the receiving groundwater under existing and future flow scenarios.

- j. Based on the results of the water balance and nitrate loading to the receiving groundwater, develop three alternatives for additional disposal capacity.
  - i. Prepare schematic GIS exhibits for each alternative listed below:
    - a) Adding percolation or evaporation ponds.
    - b) Adding potential recycled water customers.
    - c) Sending wastewater to the City of Healdsburg.
- k. Prepare a treatment, effluent disposal, and recycling technical memorandum that includes, but is not limited to, the items below:
  - i. Table of Contents.
  - ii. Summary of evaluation study results.
  - iii. A detailed description of the work performed, including methodology, literature reviewed, and individuals and agencies contacted.
  - iv. Other information to support the study or as requested by Sonoma Water.
- l. Sonoma Water review period for the draft technical memorandum is 3 weeks. Sonoma Water shall prepare a consolidated list of draft review comments.
- m. Deliverables: Submit the below deliverables in accordance with Paragraph 3.1 (Review and Acceptance of Deliverables).

<b>Deliverable</b>	<b>Due Date</b>
Draft treatment, effluent disposal, and recycling technical memorandum, and schematic GIS exhibit	Within 120 calendar days of receipt of groundwater monitoring data
Final treatment, effluent disposal, and recycling technical memorandum, and schematic GIS exhibit	Within 21 calendar days of Sonoma Water's approval of draft

2.5. Task 15: CIP

- a. Identify necessary projects, prepare planning level cost estimates, and develop a prioritized 5-year CIP, with recommendations for project phasing.
- b. Review the Carollo Asset Management Report and identify any information gaps or potential supplemental improvements.
- c. Conduct one virtual workshop with Sonoma Water staff that includes the following topics:
  - i. Review recommended projects and costs.
  - ii. Review project prioritization and CIP plan.
  - iii. Prepare agendas and coordinate meetings.



- iv. Prepare and disseminate meeting minutes to participants and other interested parties.
- d. Prepare a CIP technical memorandum that includes, but is not limited to, the items below:
  - i. Table of Contents.
  - ii. Summary of recommended projects and prioritization.
  - iii. A detailed description of the work performed, including methodology, literature reviewed, and individuals and agencies contacted.
  - iv. Other information to support the study or as requested by Sonoma Water.
- e. Sonoma Water review period for the draft technical memorandum is 3 weeks. Sonoma Water shall prepare a consolidated list of draft review comments.
- f. Deliverables: Submit the below deliverables in accordance with Paragraph 3.1 (Review and Acceptance of Deliverables).

<b>Deliverable</b>	<b>Due Date</b>
Draft project workshop agenda	One week prior to workshop
Final project workshop agenda	At workshop
Project workshop minutes	Within 7 calendar days of workshop
Draft CIP technical memorandum	Within 30 calendar days of workshop
Final CIP technical memorandum	Within 30 calendar days of Sonoma Water's approval of draft

2.6. Task 16: Zone Master Plan Report

- a. Prepare the Zone Master Plan Report that includes, but is not limited to, the items below:
  - i. Table of Contents.
  - ii. Summary of the findings from the previous reports, with the previous reports attached as appendices.
  - iii. Other information to support the Zone Master Plan Report or as requested by Sonoma Water.
- b. Sonoma Water review period for the draft report section is 3 weeks. Sonoma Water will prepare a consolidated list of draft review comments.
- c. Deliverables: Submit the below deliverables in accordance with Paragraph 3.1 (Review and Acceptance of Deliverables).

<b>Deliverable</b>	<b>Due Date</b>
Draft Zone Master Plan Report	Within 30 calendar days after completion of final CIP technical memorandum

<b>Deliverable</b>	<b>Due Date</b>
Final Zone Master Plan Report	Within 30 calendar days of Sonoma Water's approval of draft

### **3. DELIVERABLES**

#### **3.1. Review and Acceptance of Deliverables**

- a. First Draft: Prepare each deliverable in draft form and submit to Sonoma Water for review and approval in accordance with the date listed for the deliverable in the applicable task. Sonoma Water will return the draft deliverable to Consultant with comments or approval in writing.
- b. Subsequent Draft(s): If Sonoma Water requests revisions, revise the draft deliverable and resubmit for Sonoma Water approval.
- c. Final. Following Sonoma Water approval and prior to Sonoma Water's acceptance of work under this Agreement, submit the final approved deliverable to Sonoma Water in accordance with the date listed for this deliverable.

#### **3.2. In addition to the requirements above, if any, submit one electronic copy in PDF format (emailed, on USB flash drive, or via internet) of each final deliverable to Sonoma Water.**

#### **3.3. Comply with requirements of Article 11 (Content Online Accessibility).**

#### **3.4. Include Agreement title and TW 22/23-112A on first page or cover of each deliverable.**

## Exhibit B

### Schedule of Costs

#### Original Agreement

<b>PERSONNEL</b>	
<b>Title(s)</b>	<b>Hourly Rate(s)</b>
Engineer 1 (E1) Scientist 1 (S1) Geologist 1 (G1) Planner 1 (P1) Technical Specialist 1 (TS1)	\$200
Engineer 2 (E2) Scientist 2 (S2) Geologist 2 (G2) Planner 2 (P2) Technical Specialist 2 (TS2)	\$225
Engineer 3 (E3) Scientist 3 (S3) Geologist 3 (G3) Planner 3 (P3) Technical Specialist 3 (TS3)	\$250
Project Engineer 1 (PE1) Project Scientist 1 / Project Specialist 1 (PS1) Project Geologist 1 (PG1) Project Planner 1 (PP1) Project Technical Specialist 1 (PTS1)	\$265
Project Engineer 2 (PE2) Project Scientist 2 / Project Specialist 2 (PS2) Project Geologist 2 (PG2) Project Planner 2 (PP2) Project Technical Specialist 2 (TS2)	\$280
Project Manager 1 (PM1) Technical Manager 1 (TM1)	\$300
Project Manager 2 (PM2) Technical Manager 2 (TM2)	\$315

Senior Project Manager (SPM) Senior Technical Manager (STM)	\$335
Senior Technical Practice Leader (STPL) Service Line Leader (SLL)	\$345
National Practice Leader (NPL) Strategic Business Unit Leader (SBUL)	\$350
Software Engineer 1 (SE1)	\$175
Software Engineer 2 (SE2)	\$205
Designer 1 (D1)	\$150
Designer 2 (D2)	\$180
Designer 3 (D3) Senior Software Developer (SSD)	\$190
Senior Designer (SD)	\$250
Project Assistant (PA)	\$130
Marketing Assistant (MA) Graphic Artist (GA)	\$150
Senior Accountant (SA) Senior Project Assistant Billing Manager (BM)	\$155
Marketing Manager (MM) Graphics Manager (GM)	\$155
<b>EXPENSES</b>	
<b>Item</b>	<b>Cost</b>
Subconsultant: HDR Engineering	at cost plus 10%
Copies	\$0.10 per page
Postage	at cost
Overnight mail	at cost
Mileage for personal car	current IRS rate
Rental car (compact)	daily rate, at cost
Lodging/Meals	Not to exceed \$250 per day

Incidental travel expenses (including shuttle, taxi or public transportation services, tolls, parking)	Not to exceed \$75 per day
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**Rates Applicable to Work Undertaken after the Effective Date of the First Amended and Restated Agreement**

<b>PERSONNEL</b>	
<b>Title(s)</b>	<b>2024 Hourly Rate(s)</b>
Engineer 1 (E1) Scientist 1 (S1) Geologist 1 (G1) Planner 1 (P1) Technical Specialist 1 (TS1)	\$210
Engineer 2 (E2) Scientist 2 (S2) Geologist 2 (G2) Planner 2 (P2) Technical Specialist 2 (TS2)	\$235
Engineer 3 (E3) Scientist 3 (S3) Geologist 3 (G3) Planner 3 (P3) Technical Specialist 3 (TS3)	\$265
Project Engineer 1 (PE1) Project Scientist 1 / Project Specialist 1 (PS1) Project Geologist 1 (PG1) Project Planner 1 (PP1) Project Technical Specialist 1 (PTS1)	\$280
Project Engineer 2 (PE2) Project Scientist 2 / Project Specialist 2 (PS2) Project Geologist 2 (PG2) Project Planner 2 (PP2) Project Technical Specialist 2 (TS2)	\$290
Project Manager 1 (PM1)	\$315

Technical Manager 1 (TM1)	
Project Manager 2 (PM2)	\$330
Technical Manager 2 (TM2)	
Senior Project Manager (SPM)	\$350
Senior Technical Manager (STM)	
Senior Technical Practice Leader (STPL)	\$360
Service Line Leader (SLL)	
Principal-in-Charge	\$365
National Practice Leader (NPL)	\$380
Strategic Business Unit Leader (SBUL)	
Designer 1 (D1)	\$155
Designer 2 (D2)	\$180
Designer 3 (D3)	\$235
Senior Software Developer (SSD)	
Senior Designer (SD)	\$270
Project Assistant (PA), Administrative Asst.	\$140
Graphic Artist (GA)	\$170
Senior Accountant (SA)	\$200
Senior Project Assistant	
Billing Manager (BM)	
Graphics Manager (GM)	\$200
<b>EXPENSES</b>	
<b>Item</b>	<b>Cost</b>
Subconsultant: HDR Engineering	at cost plus 10%
Copies	\$0.10 per page
Postage	at cost
Overnight mail	at cost
Mileage for personal car	current IRS rate
Rental car (compact)	daily rate, at cost
Lodging/Meals as necessary and requested by Sonoma Water's Project Manager	Not to exceed \$250 per day

Incidental travel expenses (including shuttle, taxi or public transportation services, tolls, parking)	Not to exceed \$75 per day
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DRAFT

# Exhibit C

## Estimated Budget for Scope of Work

Original Agreement

(Russian River County Sanitation District)

Sonoma Water

Russian River WWTP Master Plan

Fee Estimate

18-Dec-23

Tasks	W&C Labor					HDR Labor										ODCs			Total Fee																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																							
	Dave Richardson			Total Hours	Total Labor Costs (\$)	Principal	Project manager	Sub	Sub	Sub	Sub	Sub	Sub	Sub	Sub	Sub	Sub	Sub		Sub	Sub	Sub	Sub	Sub	Sub	Sub	Sub	Sub	Sub	Sub	Sub	Sub	Sub	Sub	Sub	Sub	Sub	Sub	Sub	Sub	Sub	Sub	Sub	Sub	Sub	Sub	Sub	Sub	Sub	Sub	Sub	Sub	Sub	Sub	Sub	Sub	Sub	Sub	Sub	Sub	Sub	Sub	Sub	Sub	Sub	Sub	Sub	Sub	Sub	Sub	Sub	Sub	Sub	Sub	Sub	Sub	Sub	Sub	Sub	Sub	Sub	Sub	Sub	Sub	Sub	Sub	Sub	Sub	Sub	Sub	Sub	Sub	Sub	Sub	Sub	Sub	Sub	Sub	Sub	Sub	Sub	Sub	Sub	Sub	Sub	Sub	Sub	Sub	Sub	Sub	Sub	Sub	Sub	Sub	Sub	Sub	Sub	Sub	Sub	Sub	Sub	Sub	Sub	Sub	Sub	Sub	Sub	Sub	Sub	Sub	Sub	Sub	Sub	Sub	Sub	Sub	Sub	Sub	Sub	Sub	Sub	Sub	Sub	Sub	Sub	Sub	Sub	Sub	Sub	Sub	Sub	Sub	Sub	Sub	Sub	Sub	Sub	Sub	Sub	Sub	Sub	Sub	Sub	Sub	Sub	Sub	Sub	Sub	Sub	Sub	Sub	Sub	Sub	Sub	Sub	Sub	Sub	Sub	Sub	Sub	Sub	Sub	Sub	Sub	Sub	Sub	Sub	Sub	Sub	Sub	Sub	Sub	Sub	Sub	Sub	Sub	Sub	Sub	Sub	Sub	Sub	Sub	Sub	Sub	Sub	Sub	Sub	Sub	Sub	Sub	Sub	Sub	Sub	Sub	Sub	Sub	Sub	Sub	Sub	Sub	Sub	Sub	Sub	Sub	Sub	Sub	Sub	Sub	Sub	Sub	Sub	Sub	Sub	Sub	Sub	Sub	Sub	Sub	Sub	Sub	Sub	Sub	Sub	Sub	Sub	Sub	Sub	Sub	Sub	Sub	Sub	Sub	Sub	Sub	Sub	Sub	Sub	Sub	Sub	Sub	Sub	Sub	Sub	Sub	Sub	Sub	Sub	Sub	Sub	Sub	Sub	Sub	Sub	Sub	Sub	Sub	Sub	Sub	Sub	Sub	Sub	Sub	Sub	Sub	Sub	Sub	Sub	Sub	Sub	Sub	Sub	Sub	Sub	Sub	Sub	Sub	Sub	Sub	Sub	Sub	Sub	Sub	Sub	Sub	Sub	Sub	Sub	Sub	Sub	Sub	Sub	Sub	Sub	Sub	Sub	Sub	Sub	Sub	Sub	Sub	Sub	Sub	Sub	Sub	Sub	Sub	Sub	Sub	Sub	Sub	Sub	Sub	Sub	Sub	Sub	Sub	Sub	Sub	Sub	Sub	Sub	Sub	Sub	Sub	Sub	Sub	Sub	Sub	Sub	Sub	Sub	Sub	Sub	Sub	Sub	Sub	Sub	Sub	Sub	Sub	Sub	Sub	Sub	Sub	Sub	Sub	Sub	Sub	Sub	Sub	Sub	Sub	Sub	Sub	Sub	Sub	Sub	Sub	Sub	Sub	Sub	Sub	Sub	Sub	Sub	Sub	Sub	Sub	Sub	Sub	Sub	Sub	Sub	Sub	Sub	Sub	Sub	Sub	Sub	Sub	Sub	Sub	Sub	Sub	Sub	Sub	Sub	Sub	Sub	Sub	Sub	Sub	Sub	Sub	Sub	Sub	Sub	Sub	Sub	Sub	Sub	Sub	Sub	Sub	Sub	Sub	Sub	Sub	Sub	Sub	Sub	Sub	Sub	Sub	Sub	Sub	Sub	Sub	Sub	Sub	Sub	Sub	Sub	Sub	Sub	Sub	Sub	Sub	Sub	Sub	Sub	Sub	Sub	Sub	Sub	Sub	Sub	Sub	Sub	Sub	Sub	Sub	Sub	Sub	Sub	Sub	Sub	Sub	Sub	Sub	Sub	Sub	Sub	Sub	Sub	Sub	Sub	Sub	Sub	Sub	Sub	Sub	Sub	Sub	Sub	Sub	Sub	Sub	Sub	Sub	Sub	Sub	Sub	Sub	Sub	Sub	Sub	Sub	Sub	Sub	Sub	Sub	Sub	Sub	Sub	Sub	Sub	Sub	Sub	Sub	Sub	Sub	Sub	Sub	Sub	Sub	Sub	Sub	Sub	Sub	Sub	Sub	Sub	Sub	Sub	Sub	Sub	Sub	Sub	Sub	Sub	Sub	Sub	Sub	Sub	Sub	Sub	Sub	Sub	Sub	Sub	Sub	Sub	Sub	Sub	Sub	Sub	Sub	Sub	Sub	Sub	Sub	Sub	Sub



(Geyserville Sanitation Zone)

Sonoma Water  
Geyserville Sanitation Zone Master Plan

Fee Estimate  
18-Dec-23

Tasks	Labor						Total Hours	Total Labor Costs (1)	ODCs		Total					
	Dave Richardson								Total ODCs (3)	Total Fee						
											PIC	PM	PE1	E3	QA/QC	Admin
											\$345	\$300	\$265	\$250	\$335	\$130
Task 1: Project Management																
Kickoff Meeting		4					4	\$1,200		\$0	\$1,200					
Monthly Progress Meetings		12	12				24	\$6,780		\$0	\$6,780					
Monthly Progress Reports, Invoicing, Schedule Updates		12	6				18	\$5,190		\$0	\$5,190					
Subtotal Task 1:	0	28	18	0	0	0	46	\$13,170	\$0	\$0	\$13,170					
Task 2: Establish Goals and Objectives																
2.1 Review Historical Data, Reports, and Documents							0	\$0		\$0	\$0					
Data Request & Review		2	8	6			16	\$4,220		\$0	\$4,220					
Data Reconciliation Workshop		2	2				4	\$1,130		\$0	\$1,130					
Treatment Plant Tour, including travel		5	5				10	\$2,825		\$0	\$2,825					
2.2 Develop Master Plan Goals and Objectives							0	\$0		\$0	\$0					
Goals & Objectives Workshop (virtual)		3	3				6	\$1,695		\$0	\$1,695					
Population and Land Use		2	4	2			8	\$2,160		\$0	\$2,160					
Regulatory Requirements		2	4	2			8	\$2,160		\$0	\$2,160					
Climate Change		2	4	2			8	\$2,160		\$0	\$2,160					
Natural Hazard Reliability Assessment		2	4	2			8	\$2,160		\$0	\$2,160					
Local Hazards Mitigation Plan		2	4	2			8	\$2,160		\$0	\$2,160					
Summary Memorandum		4	8	6			18	\$4,820		\$0	\$4,820					
Subtotal Task 2:	0	26	46	22	0	0	94	\$25,490	\$0	\$0	\$25,490					
Task 3: Collection System Evaluation																
3.1 Collection System Capacity Evaluation							0	\$0		\$0	\$0					
Review Flow Data and Develop ADwF and PWwF		2	6	4			12	\$3,190		\$0	\$3,190					
Develop Desktop Hydraulic Model		6	12	12			30	\$7,980		\$0	\$7,980					
Identify and Prioritize Upgrades		6	10	10			26	\$6,950		\$0	\$6,950					
Draft and Final Report Section		6	8	8	2	2	26	\$6,850		\$0	\$6,850					
3.2 Collection System Condition Assessment		0					0	\$0		\$0	\$0					
Subtotal Task 3:	0	20	36	34	2	2	94	\$24,970	\$0	\$0	\$24,970					
Task 4: Effluent Disposal And Recycling Evaluation																
Review Groundwater Data		2	4	2			8	\$2,160		\$0	\$2,160					
Develop Water Balance (Excel)		2	8	8			18	\$4,720		\$0	\$4,720					
Evaluate Nitrate Loading Impacts on Receiving Groundwater		2	6	6			14	\$3,690		\$0	\$3,690					
Subtotal Task 4:	0	6	18	16	0	0	40	\$10,570	\$0	\$0	\$10,570					
Task 5: Capital Improvement Plan																
Develop Planning Level Cost Estimates for Improvements		2	6	4			12	\$3,190		\$0	\$3,190					
Prioritize Improvement Projects		2	6	4			12	\$3,190		\$0	\$3,190					
Develop 5-year CIP Plan and Phasing		4	6	4			14	\$3,790		\$0	\$3,790					
2 Workshops		4	4				8	\$2,260		\$0	\$2,260					
Draft and Final Report Section		6	8	8	4	2	28	\$7,520		\$0	\$7,520					
Subtotal Task 5:	0	18	30	20	4	2	74	\$19,950	\$0	\$0	\$19,950					
Task 6: Master Plan Report																
Draft and Final Master Plan Report		4	8	8		2	22	\$5,580		\$0	\$5,580					
Subtotal Task 6:	0	4	8	8	0	2	22	\$5,580	\$0	\$0	\$5,580					
TOTAL	0	102	156	100	6	6	370	\$99,730	\$0	\$0	\$99,730					

1. The individual hourly rates include salary, overhead and profit.

2. Subconsultants will be billed at actual cost plus 10%.

3. Other direct costs (ODCs) such as reproduction, delivery, mileage (rates will be those allowed by current IRS guidelines), and travel expenses, will be billed at actual cost plus 10%.

4. W&C reserves the right to adjust its hourly rate structure and ODC markup at the beginning of the calendar year for all ongoing contracts.

5. Additional Woodard & Curran staff may perform work on the project, based on our standard billing rate schedule currently in effect.

# First Amended and Restated Agreement

## (Russian River County Sanitation District)

Tasks	W&C Labor						HDR Labor							Subcontractant Total Costs (2)	Total Fee
	PIC	PM1	PE2	Total Hours	Total Labor Costs (1)	PIC	PM	Project Engineer	Staff Engineer	CADD Tech	Admin/ Clerical	HDR Labor Hours	HDR Labor Costs		
	\$345	\$300	\$280												
<b>Task 1: Project Management</b>															
1.1 Monthly Invoice/General Project Coordination	5	10		15	\$4,725	6	15	10			40	71	\$14,364	\$15,800	\$20,525
1.2 Project Management Plan and QA/QC Plan	1	2		3	\$945		4	4			8	16	\$3,170	\$3,487	\$4,432
1.3 Kick-off Meeting	2	2		4	\$1,290	6	6	8			4	24	\$6,411	\$7,492	\$8,782
1.4 QA/QC Program	1	1		2	\$645			8			3	11	\$1,885	\$2,074	\$2,719
Subtotal Task 1:	9	15	0	24	\$7,605	12	25	30	0	0	55	122	\$25,830	\$400	\$28,853
<b>Task 2: Establish Goals and Objectives</b>															
2.1 Review Historical Data/Reports/Documents				0	\$0		3	10			4	17	\$3,473	\$3,820	\$3,820
2.2 Develop Master Plan Goals and Objectives				0	\$0	2	4	20			8	34	\$6,965	\$7,662	\$7,662
2.3 Prepare Draft and Final Tech Memo				0	\$0	2	2	24			8	36	\$7,003	\$8,143	\$8,143
2.4 Conduct Workshop 1 to Establish Goals and Objectives	2	2		4	\$1,290	6	6	8			4	24	\$6,411	\$7,052	\$8,342
Subtotal Task 2:	2	2	0	4	\$1,290	10	15	62	0	0	24	111	\$23,852	\$400	\$26,677
<b>Task 3: Flow and Loading Analysis</b>															
3.1 Review Historical Data and Establish Historical Flows, Loads, and Peaking Factors				0	\$0	4	4	14	30			52	\$9,315	\$10,247	\$10,247
3.2 Establish Flows and Loads for Planning Horizon	2	2	8	12	\$3,530	3	4	20	30			57	\$10,087	\$11,096	\$14,626
3.3 Prepare Draft and Final Tech Memo				0	\$0	3	6	30			6	45	\$9,729	\$10,702	\$10,702
Subtotal Task 3:	2	2	8	12	\$3,530	10	14	64	60	0	6	154	\$29,131	\$0	\$32,044
<b>Task 4: Regulatory Analysis</b>															
4.1 Review Current Regulatory Requirements and Confirm Plant Performance with Regulations				0	\$0		4	8	32			44	\$6,930	\$7,623	\$7,623
4.2 Identify Future Regulatory Considerations				0	\$0	2	6	20				28	\$6,732	\$7,405	\$7,405
4.3 Prepare Draft and Final Tech Memo				0	\$0	3	4	30			6	43	\$8,004	\$9,904	\$9,904
4.4 Workshop 2 – Flows and Loads/Regulatory	2	1	2	5	\$1,550	6	6	8			6	26	\$6,650	\$7,755	\$9,305
Subtotal Task 4:	2	1	2	5	\$1,550	11	20	66	32	0	12	141	\$29,316	\$400	\$32,688
<b>Task 5: Climate Resiliency Analysis</b>															
5.1 Review of Agency's Climate Resiliency Plan				0	\$0		4	8				12	\$2,975	\$3,273	\$3,273
5.2 Identify Potential Project Needs to Address Climate Change/Resiliency				0	\$0	3	6	40	16			65	\$12,895	\$14,185	\$14,185
5.3 Prepare Draft and Final Tech Memo				0	\$0	3	4	30	8		6	51	\$9,993	\$11,432	\$11,432
5.4 Workshop 3 – Climate Change Resiliency	2	2		4	\$1,290	6	6	8			6	26	\$6,650	\$7,315	\$8,605
Subtotal Task 5:	2	2	0	4	\$1,290	12	20	86	24	0	12	154	\$32,513	\$400	\$36,204
<b>Task 6: Develop Treatment Facility Models</b>															
6.1 Process Mass Balance Model				0	\$0	8	6	16	40			70	\$13,145	\$14,460	\$14,460
6.2 Hydraulics Model				0	\$0	8	4	60	8			80	\$16,855	\$18,541	\$18,541
6.3 Influent/Effluent Flow Balance				0	\$0	4	8	60	14			86	\$17,558	\$19,314	\$19,314
Subtotal Task 6:	0	0	0	0	\$0	20	18	136	62	0	0	236	\$47,558	\$0	\$52,314
<b>Task 7: Capacity Assessment</b>															
7.1 Perform process and hydraulic capacity assessment, inf/eff flow balance				0	\$0	6	6	40	50			102	\$18,213	\$20,034	\$20,034
7.2 Prepare Draft and Final TM				0	\$0	3	4	32	16		6	61	\$11,363	\$12,499	\$12,499
7.3 Workshop 4	2	2		4	\$1,290	6	6	8			6	26	\$6,650	\$7,315	\$8,605
Subtotal Task 7:	2	2	0	4	\$1,290	15	16	80	66	0	12	189	\$36,226	\$0	\$39,849
<b>Task 8: Condition Assessment</b>															
8.1 Review Existing Reports and Information; Perform gap analysis				0	\$0	4	6	45				55	\$12,243	\$13,467	\$13,467
Subtotal Task 8:	0	0	0	0	\$0	4	6	45	0	0	0	55	\$12,243	\$0	\$13,467
<b>Task 9: Identify and Prioritize Projects</b>															
9.1 Develop Project Concepts to Address Capacity, Aging Assets, Future Regulations, and/or Plant Optimization Projects				0	\$0	4	8	80	40	20		152	\$28,607	\$31,468	\$31,468
9.2 Develop CIP Cost Estimates				0	\$0	4	6	50	16			76	\$15,174	\$16,691	\$16,691
9.3 Prepare Draft and Final TM				0	\$0	3	6	40			6	55	\$11,636	\$12,800	\$12,800
9.4 Workshop 6 – Review CIP Projects and Costs	2	2		4	\$1,290	6	6	8			6	26	\$6,650	\$7,755	\$9,045
Subtotal Task 9:	2	2	0	4	\$1,290	17	26	178	56	20	12	309	\$62,067	\$400	\$68,714
<b>Task 10: Master Plan Report</b>															
10.0 Facilitate Workshop and Develop RRCS CIP	16	16		32	\$10,320									\$0	\$10,320
10.1 Draft Report	4	12	24	40	\$11,700	4	4	32	30	8	8	86	\$15,314	\$16,845	\$28,545
10.2 Final Report	2	8	8	18	\$5,330	2	4	24			8	38	\$7,728	\$8,501	\$13,831
Subtotal Task 10:	22	36	32	90	\$27,350	6	8	56	30	8	16	124	\$23,042	\$0	\$25,346
<b>TOTAL</b>	<b>43</b>	<b>62</b>	<b>42</b>	<b>147</b>	<b>\$45,195</b>	<b>117</b>	<b>168</b>	<b>803</b>	<b>330</b>	<b>28</b>	<b>149</b>	<b>1,595</b>	<b>\$321,778</b>	<b>\$2,000</b>	<b>\$356,156</b>

(Geyserville Sanitation Zone)

Tasks	W&C Labor Hours						Total Hours	Total Labor Cost (1)	Total ODCs (3)	Total Fee
	PIC	PM1	PE1	E3	STPL	Admin				
	\$345	\$300	\$265	\$250	\$345	\$130				
Task 1: Project Management										
Kickoff Meeting		4					4	\$1,200	\$0	\$1,200
Monthly Progress Meetings		12	12				24	\$6,780	\$0	\$6,780
Monthly Progress Reports, Invoicing, Schedule Updates		12	6				18	\$5,190	\$0	\$5,190
Subtotal Task 1:	0	28	18	0	0	0	46	\$13,170	\$0	\$13,170
Task 2: Establish Goals and Objectives										
2.1 Review Historical Data, Reports, and Documents							0	\$0	\$0	\$0
Data Request & Review		2	8	6			16	\$4,220	\$0	\$4,220
Data Reconciliation Workshop		2	2				4	\$1,130	\$0	\$1,130
Treatment Plant Tour, including travel		5	5				10	\$2,825	\$0	\$2,825
2.2 Develop Master Plan Goals and Objectives							0	\$0	\$0	\$0
Goals & Objectives Workshop (virtual)		3	3				6	\$1,695	\$0	\$1,695
Population and Land Use		2	4	2			8	\$2,160	\$0	\$2,160
Regulatory Requirements		2	4	2			8	\$2,160	\$0	\$2,160
Climate Change		2	4	2			8	\$2,160	\$0	\$2,160
Natural Hazard Reliability Assessment		2	4	2			8	\$2,160	\$0	\$2,160
Local Hazards Mitigation Plan		2	4	2			8	\$2,160	\$0	\$2,160
Summary Memorandum		4	8	6			18	\$4,820	\$0	\$4,820
Subtotal Task 2:	0	26	46	22	0	0	94	\$25,490	\$0	\$25,490
Task 3: Collection System Evaluation										
3.1 Collection System Capacity Evaluation							0	\$0	\$0	\$0
Review Flow Data and Develop ADWF and PWWF		2	6	4			12	\$3,190	\$0	\$3,190
Develop Hydraulic Model and Conduct Model Simulations		6	16	24			46	\$12,040	\$0	\$12,040
Run Model for Climate Change Design Storms		4	8	16			28	\$7,320	\$0	\$7,320
Identify and Prioritize Upgrades		6	10	10			26	\$6,950	\$0	\$6,950
Draft and Final TM		6	8	8	2	2	26	\$6,870	\$0	\$6,870
Subtotal Task 3:	0	24	48	62	2	2	138	\$36,370	\$0	\$36,370
Task 4: Treatment, Effluent Disposal And Recycling Evaluation										
Review Data and Develop Process Spreadsheet					24		24	\$8,280	\$0	\$8,280
Use Process Spreadsheet to Evaluate Compliance					32		32	\$11,040	\$0	\$11,040
Develop and Evaluate Treatment Alternatives	2				36		36	\$13,110	\$0	\$13,110
Develop and Prioritize Treatment Upgrades	2				24		26	\$8,970	\$0	\$8,970
Review Groundwater Data		2	4	8			14	\$3,660	\$0	\$3,660
Develop Water Balance (Excel)		2	8	16			26	\$6,720	\$0	\$6,720
Evaluate Nitrate Loading Impacts on Receiving Groundwater		2	8	12			22	\$5,720	\$0	\$5,720
Develop 3 Alternatives and Exhibits for Additional Capacity	4	8	24	16			52	\$14,140	\$0	\$14,140
Draft and Final TM	4	8	16	8	4	2	42	\$11,660	\$0	\$11,660
Subtotal Task 5:	12	22	60	60	120	2	276	\$83,300	\$0	\$83,300
Task 5: Capital Improvement Plan										
Develop Planning Level Cost Estimates for Improvements		2	6	4			12	\$3,190	\$0	\$3,190
Prioritize Improvement Projects		2	6	4			12	\$3,190	\$0	\$3,190
Develop 5-year CIP Plan and Phasing		4	6	4			14	\$3,790	\$0	\$3,790
2 Workshops		4	4				8	\$2,260	\$0	\$2,260
Draft and Final TM		6	8	8	4	2	28	\$7,560	\$0	\$7,560
Subtotal Task 6:	0	18	30	20	4	2	74	\$19,990	\$0	\$19,990
Task 6: Master Plan Report										
Draft and Final Master Plan Report	2	4	16	8		2	32	\$8,390	\$0	\$8,390
Subtotal Task 7:	2	4	16	8	0	2	32	\$8,390	\$0	\$8,390
TOTAL	14	122	218	172	126	8	660	\$186,710	\$0	\$186,710

## **Exhibit D**

### **Insurance Requirements**

With respect to performance of work under this Agreement, Consultant shall maintain and shall require all of its subcontractors, consultants, and other agents to maintain insurance as described below unless such insurance has been expressly waived by the attachment of a *Waiver of Insurance Requirements*. Any requirement for insurance to be maintained after completion of the work shall survive this Agreement.

Sonoma Water reserves the right to review redacted copies of any and all of the required insurance policies and/or endorsements, but has no obligation to do so. Failure to demand evidence of full compliance with the insurance requirements set forth in this Agreement or failure to identify any insurance deficiency shall not relieve Consultant from, nor be construed or deemed a waiver of, its obligation to maintain the required insurance at all times during the performance of this Agreement.

#### **1. INSURANCE**

##### **1.1. Workers Compensation and Employers Liability Insurance**

- a. Required if Consultant has employees as defined by the Labor Code of the State of California.
- b. Workers Compensation insurance with statutory limits as required by the Labor Code of the State of California.
- c. Employers Liability with minimum limits of \$1,000,000 per Accident; \$1,000,000 Disease per employee; \$1,000,000 Disease per policy.
- d. Required Evidence of Insurance: Certificate of Insurance.
- e. If Consultant currently has no employees as defined by the Labor Code of the State of California, Consultant agrees to obtain the above-specified Workers Compensation and Employers' Liability insurance should employees be engaged during the term of this Agreement or any extensions of the term.

##### **1.2. General Liability Insurance**

- a. Commercial General Liability Insurance on a standard occurrence form, no less broad than Insurance Services Office (ISO) form CG 00 01.
- b. Minimum Limits: \$1,000,000 per Occurrence; \$2,000,000 General Aggregate; \$2,000,000 Products/Completed Operations Aggregate. The required limits may be provided by a combination of General Liability Insurance and Commercial Excess or Commercial Umbrella Liability Insurance. If Consultant maintains higher limits than the specified minimum limits, Sonoma Water requires and shall be entitled to coverage for the higher limits maintained by Consultant.

- c. Any deductible or self-insured retention shall be shown on the Certificate of Insurance. If the deductible or self-insured retention exceeds \$25,000 it must be approved in advance by Sonoma Water. Consultant is responsible for any deductible or self-insured retention and shall fund it upon Sonoma Water's written request, regardless of whether Consultant has a claim against the insurance or is named as a party in any action involving Sonoma Water.
- d. Sonoma County Water Agency and Russian River County Sanitation District, their officers, agents, and employees, shall be endorsed as additional insureds for liability arising out of operations by or on behalf of Consultant in the performance of this Agreement.
- e. The insurance provided to the additional insureds shall be primary to, and non-contributory with, any insurance or self-insurance program maintained by them.
- f. The policy definition of "insured contract" shall include assumptions of liability arising out of both ongoing operations and the products-completed operations hazard (broad form contractual liability coverage including the "f" definition of insured contract in Insurance Services Office form CG 00 01, or equivalent).
- g. The policy shall cover inter-insured suits between the additional insureds and Consultant and include a "separation of insureds" or "severability" clause which treats each insured separately.
- h. Required Evidence of Insurance:
  - i. Copy of the additional insured endorsement or policy language granting additional insured status, and
  - ii. Certificate of Insurance.

#### 1.3. Automobile Liability Insurance

- a. Minimum Limit: \$1,000,000 combined single limit per accident. The required limit may be provided by a combination of Automobile Liability Insurance and Commercial Excess or Commercial Umbrella Liability Insurance.
- b. Insurance shall cover all owned autos. If Consultant currently owns no autos, Consultant agrees to obtain such insurance should any autos be acquired during the term of this Agreement or any extensions of the term.
- c. Insurance shall cover hired and non-owned autos.
- d. Required Evidence of Insurance: Certificate of Insurance.

#### 1.4. Professional Liability/Errors and Omissions Insurance

- a. Minimum Limit: \$1,000,000 per claim or per occurrence; \$1,000,000 annual aggregate.

- b. Any deductible or self-insured retention shall be shown on the Certificate of Insurance. If the deductible or self-insured retention exceeds \$25,000 it must be approved in advance by Sonoma Water.
  - c. If Consultant's services include: (1) programming, customization, or maintenance of software or (2) access to individuals' private, personally identifiable information, the insurance shall cover:
    - i. Breach of privacy; breach of data; programming errors, failure of work to meet contracted standards, and unauthorized access; and
    - ii. Claims against Consultant arising from the negligence of Consultant, Consultant's employees and Consultant's subcontractors.
  - d. If the insurance is on a Claims-Made basis, the retroactive date shall be no later than the commencement of the work.
  - e. Coverage applicable to the work performed under this Agreement shall be continued for two (2) years after completion of the work. Such continuation coverage may be provided by one of the following: (1) renewal of the existing policy; (2) an extended reporting period endorsement; or (3) replacement insurance with a retroactive date no later than the commencement of the work under this Agreement.
  - f. Required Evidence of Insurance: Certificate of Insurance specifying the limits and the claims-made retroactive date.
- 1.5. Standards for Insurance Companies
- a. Insurers, other than the California State Compensation Insurance Fund, shall have an A.M. Best's rating of at least A:VII.
- 1.6. Documentation
- a. The Certificate of Insurance must include the following reference: TW 22/23-112A.
  - b. All required Evidence of Insurance shall be submitted prior to the execution of this Agreement. Consultant agrees to maintain current Evidence of Insurance on file with Sonoma Water for the entire term of this Agreement and any additional periods if specified in Sections 1.1, 1.2, 1.3, or 1.4 above.
  - c. The name and address for mailing Additional Insured endorsements and Certificates of Insurance is: Sonoma County Water Agency and Russian River County Sanitation District, 404 Aviation Boulevard, Santa Rosa, CA 95403-9019.
  - d. Required Evidence of Insurance shall be submitted for any renewal or replacement of a policy that already exists, at least ten (10) days before expiration or other termination of the existing policy.
  - e. Consultant shall provide immediate written notice if: (1) any of the required insurance policies is terminated; (2) the limits of any of the required policies are reduced; or (3) the deductible or self-insured retention is increased.

- f. Upon written request, redacted copies of required insurance policies must be provided within thirty (30) days.

1.7. Policy Obligations

- a. Consultant's indemnity and other obligations shall not be limited by the foregoing insurance requirements.

1.8. Material Breach

- a. If Consultant fails to maintain insurance which is required pursuant to this Agreement, it shall be deemed a material breach of this Agreement. Sonoma Water, at its sole option, may terminate this Agreement and obtain damages from Consultant resulting from said breach. Alternatively, Sonoma Water may purchase the required insurance, and without further notice to Consultant, Sonoma Water may deduct from sums due to Consultant any premium costs advanced by Sonoma Water for such insurance. These remedies shall be in addition to any other remedies available to Sonoma Water.

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